took out a life insurance policy payable to his executor and subsequently assigned it to B for value in New York. B sold it to C Bank in Alabama. Neither B nor C Bank had any insurable interest in A's life. A died, A's executor, B and C Bank, each claimed the proceeds of the policy. The insurance company paid the money into court. *Held*, that C Bank is entitled to the proceeds. *Haase* v. *First National Bank of Anniston*, 84 So. 761 (Ala.).

The validity of the successive assignments in this case must be determined by the law of the places where they are made. *Miller* v. *Manhattan Life Insurance Co.*, 110 La. Ann. 652, 34 So. 723; *Lee* v. *Abdy*, L. R. 17 Q. B. D. 309. The first assignment is governed by the law of New York, which does not require any insurable interest in the assignee. *Olmsted* v. *Keyes*, 85 N. Y. 593; *Foryciarz* v. *Prudential Insurance Co.*, 95 Misc. (N. Y.) 306, 158 N. Y. Supp. 834. Therefore B's claim is superior to that of A's executor. The second assignment is governed by Alabama law. And in Alabama an assignment of a life policy by the assured or a beneficiary to one without an insurable interest is void as against public policy. *Helmestad* v. *Miller*, 76 Ala. 183; *Troy* v. *London*, 145 Ala. 280, 39 So. 713. The court assumes that the requirement of an insurable interest is intended to reduce the temptation to kill the assured. Since there is no reason to suppose that succeeding assignees are more likely than B to murder A, the court concludes that the policy does not apply here. But the real purpose of the doctrine is to prevent wager contracts. See 2 JOYCE, INSURANCE, 2 ed., § 894 *a*. The assignment to C Bank is none the less a wager contract because both B and C Bank are without insurable interests. Therefore, the policy does properly apply here to render void the assignment to C Bank, and the proceeds should go to B.

JUDGES — DISQUALIFICATION FOR KINSHIP WITH A PARTY IN INTEREST — ATTORNEY ON A CONTINGENT FEE AS A PARTY IN INTEREST. — The defendant's counsel was a first cousin of the trial judge. By his contract with the defendant he was to receive fifty dollars in any event, and four hundred fifty dollars if the defendant won. A constitutional provision prohibits a judge from presiding at the trial of any cause "where the parties or either of them shall be connected with him by affinity or consanguinity." *Held*, that the judge was not disqualified. *Norwich Union Fire Ins. Co.* v. *Standard Drug Co.*, 83 So. 676 (Miss.).

An attorney has a pecuniary interest in the result of the suit, since he is entitled to the aid of the court in procuring the payment of his fees out of the proceeds of the judgment recovered. *Read* v. *Dupper*, 6 T. R. 361; *Rooney* v. *Second Ave. Ry. Co.*, 18 N. Y. 368. But this alone is not held sufficient to make him a party. *People* v. *Whitney*, 105 Mich. 622, 63 N. W. 765. See *Casmento* v. *Barlow Bros. Co.*, 83 Conn. 180, 182, 76 Atl. 361, 362. On the other hand, the attorney has been held to be a party within the meaning of the statute where his fees are to be paid as part of the judgment, or are to be fixed by the court. *Roberts* v. *Roberts*, 115 Ga. 259, 41 S. E. 616; *Brown* v. *Brown*, 103 Kan. 53, 172 Pac. 1005. In the intermediate case of a contingent fee, most courts hold the attorney to be a party, not distinguishing between contingent fees of a fixed sum, and those which are to be a percentage of the amount recovered. *Johnson* v. *State*, 87 Ark. 45, 112 S. W. 143; *State* v. *Pitchford*, 43 Okla. 105, 141 Pac. 433. The principal case, however, and some others, distinguish these forms of fees, and declare the attorney to be a party only when he is to be paid upon a percentage basis. *Young* v. *Harris*, 146 Ga. 333, 91 S. E. 37. But see *Y. & M. V. Railroad Co.* v. *Kirk*, 102 Miss. 41, 58 So. 710; *Shuford* v. *Shuford*, 141 Ga. 407, 81 S. E. 115. However, the distinction between contingent fees generally, and fixed fees, is clearer, and probably a more satisfactory place to draw the line.